

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF OKLAHOMA**

EDWARD EARL JOHNSON,

Plaintiff,

VS.

1. CITY OF TULSA, OKLAHOMA,  
a municipal corporation; and  
the City of Tulsa Police Department,

2. ERIC HILL,  
Individually, and in his official capacity,

Defendants.

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Case No. 12-CV-481-JED-FHM

## JOURNAL ENTRY OF JUDGMENT UPON AGREED SETTLEMENT

NOW ON this 25th day of June, 2015, this matter comes before the undersigned Judge of the District Court. Plaintiff, Edward Earl Johnson, appears by and through his attorney of record, Kirsten Palfreyman, and Defendant City of Tulsa, appears by and through its attorney of record, Gerald M. Bender, Litigation Division Manager.

The Court, has reviewed the allegations set forth in Plaintiff's Complaint, and has been advised that the judgment proceeds being paid by the City of Tulsa on behalf of the Defendants City of Tulsa, and Eric Hill to the Plaintiff herein shall be paid from the City of Tulsa's pooled cash and investment portfolio which has sufficient funds available to pay said judgment. The Court has further been advised that the City's Mayor has authorized a compromise settlement in the sum of Forty Thousand Dollars and 00/100 (\$40,000.00) and the Court, being satisfied that Plaintiff fully understands the nature of this action with regard to its finality which precludes additional or further compensation for damages arising from the occurrence of the event identified in Plaintiff's Complaint and, upon being further advised by Plaintiff that it is his desire

to settle the entirety of all claims and causes of action relating to the events identified in his Complaint, including costs and fees, and attorneys' fees upon payment in the sum of Forty Thousand Dollars and 00/100 (\$40,000.00), the Court finds:

1. That the Court has jurisdiction over the subject matter of this lawsuit and the parties hereto;

2. That Plaintiff for himself and in his representative capacity is fully aware of his rights in this matter and it is Plaintiff's desire to compromise his right to trial by jury;

3. That Plaintiff desires to accept as full, final and complete settlement the sum of Forty Thousand Dollars and 00/100 (\$40,000.00), for any and all damages, losses, fees, attorney's fees, and expenses sustained as a result of the events identified in Plaintiff's Complaint;

4. That this settlement is not an admission that the City of Tulsa, or its employees or Eric Hill were negligent or committed any of the acts attributed to them by the Plaintiff in violation of rights guaranteed by the U.S. and/or Oklahoma Constitutions, but is only a recognition of the uncertainty of trial;

5. The Plaintiff has agreed, and understands that in consideration of the terms set out herein, that being good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby acting of his own free will and voluntarily does hereby generally and fully release the Defendant City of Tulsa, and Defendant Eric Hill from any and all demands, causes of action, or suits whatsoever, both known and unknown, in law or in equity, arising from or related to the events described in the Plaintiff's Complaint;

6. The Plaintiff has also agreed, and understands that in consideration of the terms set out herein, that being good and valuable consideration, the receipt and sufficiency of which is

hereby acknowledged, hereby acting of his own free will and voluntarily does hereby generally and fully release the City of Tulsa, its successors in interest, elected officials, officers, employees, and agents, and Eric Hill from any and all demands, causes of action, or suits whatsoever, both known and unknown, in law or in equity, arising from or related to the events described in Plaintiff's Complaint;

7. That by agreement of the parties, the City's payment of Forty Thousand Dollars and 00/100 (\$40,000.00) to him will stand as full compensation to Plaintiff in his personal and representative capacity and preclude any further or separate action by Plaintiff or those he represents against the City, its elected officials, officers, employees or agents, or Eric Hill arising from or related to the events described in Plaintiff's Complaint;

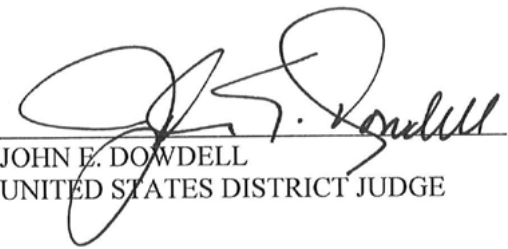
8. The City's Mayor has formally authorized settlement of the Plaintiff's lawsuit in the sum of Forty Thousand Dollars and 00/100 (\$40,000.00).

9. That all parties request this Court to approve and finalize their mutual settlement;

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED BY THE COURT that Plaintiff for himself and in his representative capacity, has and will recover from the Defendant City of Tulsa, Oklahoma, damages in the total sum of Forty Thousand Dollars and 00/100 (\$40,000.00), as full, final and complete compensation for any and all damages, losses, fees, and expenses incurred or sustained incident to the events described in Plaintiff's Complaint and that said damages shall be paid from the City of Tulsa's pooled cash and investment portfolio which has sufficient funds available to pay said judgment; and

IT IS FURTHER ORDERED BY THE COURT that Plaintiff's claims against Defendants City of Tulsa and Eric Hill are dismissed *with prejudice* and that payment to Plaintiff will preclude any further or separate action by Plaintiff against the City of Tulsa, any elected

official, officer, employee or agent of the Defendant City of Tulsa and Eric Hill arising from or pertaining to the events described in Plaintiff's Complaint.



JOHN E. DOWDELL  
UNITED STATES DISTRICT JUDGE

APPROVED AS TO FORM AND CONTENT:

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By: /s/Gerald M. Bender  
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